



**TITLE:** Design / Relocate PG&E / AT&T  
Facilities – Management Team &  
Reimbursement for Bid Solicitation  
Costs

**DATE:** 02/25/2016

**PROJECT:** Construction Package No. 1

**CONTRACT NO:** HSR 13-06

**CONTRACTOR:** Attn: Jim Laing  
Tutor Perini/Zachry/Parsons, a Joint Venture  
1401 Fulton Street, Suite 400  
Fresno, CA 93721

**DESCRIPTION OF CHANGE:**

Provide a Management Team to manage all design, procurement and construction Relocations that were previously managed by the Authority as an Excluded Third Parties. The Contract Scope of Work to Coordinate with PG&E and AT&T, to obtain permits and approvals to enter PG&E and AT&T Right of Way, and Contractor Investigations and Reporting for PG&E and AT&T Relocations is unchanged.

This Change Order (CO) shall also compensate the Contractor for the direct costs related to soliciting bids for the Excluded Third Party (PG&E and AT&T) design and construction work.

Any work previously attributable to PG&E and AT&T per the Community Benefits Agreement (CBA) Section 2.4.8 shall continue to be excluded and not considered Project Work under the CBA or the Project's 30% goal for small business utilization but shall be separately tracked and reported on the Project's Small Business Utilization Plan.

**METHOD OF FUNDING AND PAYMENT:**

This Change Order establishes an agreed allocation between the Authority and the Contractor in the amounts of \$2,247,678.07 for the management team and \$15,000.00 for the direct costs related to the solicitation of bids. Payments for the management team will be progressed and billed at the agreed billing rates for positions staffed. Attachment A of this Change Order identifies the allowable rates per position as agreed upon between the Contractor and the Authority. For work performed for a portion of a month, staff members utilized by the Contractor shall be billed accordingly on a pro-rated basis. Direct and Mobilization Costs will be billed as identified in Attachment A of this Change Order.

Payments for the direct bid solicitations cost will be progressed and billed at the actual monthly cost.

The individual monthly invoices for the management team shall include an updated spreadsheet listing each solicitation issued to date related to Excluded Third Party (PG&E and AT&T) work. The individual monthly invoices will include a narrative that describes in detail, the services performed during a given month, scopes of work completed for the invoiced period and the number of personnel utilized by the Contractor. The schedule progress for this change order shall be submitted by the Contractor to the Authority's Third Party & Utility Coordination Manager for review and final approval.

The Contractor shall notify the Authority when 75% of the allocated amounts (\$1,685,758.55 - management team, \$11,250.00 - bid solicitations) have been expended and shall provide to the Authority, a detailed estimate, depicting the dollar amounts and time frame required to complete the remaining tasks. If any unexpended monies remain after the completion of all tasks that is eligible for reimbursement by way of these allocated sums, a change order will be executed to credit those remaining monies back to the Authority.

**TIME ADJUSTMENT**

There will be no time adjustment by reason of this change order.

PCO	Payment Item	Description	Quantity	Unit	Unit Price	Net Amount
256.01	00001	Design / Relocate PG&E / AT&T Facilities – Management Team	1.0	LS	\$2,247,678.07	\$2,247,678.07
256.08	00002	Reimbursement of Bid Solicitation Costs	1.0	DC	\$ 15,000.00	\$ 15,000.00
<b>Total:</b>						<b>\$2,262,678.07</b>

Contractor	California High Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by

**TITLE:** Design / Relocate PG&E / AT&T Facilities  
 Management Team & Reimbursement for  
 Bid Solicitation Costs

**DATE:** 02/25/16

**PROJECT:** Construction Package No. 1

**CONTRACT NO:** HSR 13-06

**Release of Claims**

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

**Contractor's Sworn Certification**

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

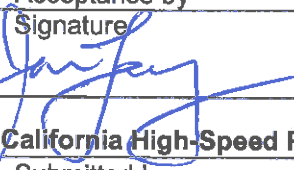
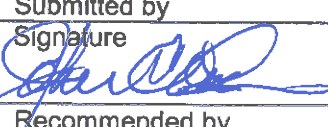
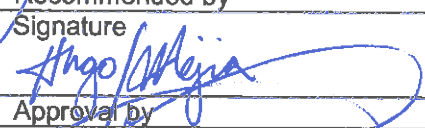

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.

**Subcontractor's Sworn Certification(s):**

Attached as \_\_\_\_\_ [indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

**Tutor Perini/Zachry/Parsons, a Joint Venture**

Acceptance by		
Signature 	Jim Laing - Project Manager/Director	Date 2/26/16
California High-Speed Rail Authority		
Submitted by		
Signature 	John C. Lee - D-B Oversight Manager	Date 02-26-16
Recommended by		
Signature 	Hugo Mejia - Design & Construction Manager	Date 3/1/16
Approval by		
Signature 	Terry Ogle - Director of Design & Construction	Date 3/4/16

Contractor		California High Speed Rail Authority	
Acceptance by	Submitted by	Recommended by	Approved by